

Date

**TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS &
INSTALLATION**

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AGREED TERMS FOR THE SUPPLY OF GOODS & SERVICES BY

GREENFIX, SKY-GARDEN LIMITED

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

Contract: the Customer's acceptance of a Quotation for Products and/or Services by the Supplier under condition 2.2.

Customer: the person, firm or company who purchases Products and/or Services from the Supplier.

Customer's Equipment: any equipment or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Deliverables: the deliverables specified in the Quotation.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for Products and/or Services to which this Contract applies.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.

Products: the products to be supplied by the Supplier as specified in the Quotation..

Project: the project for which the Supplier is to provide services and goods as detailed in the Quotation.

Quotation: the Supplier's quotation for the Services to which these Conditions apply.

Services: the supply of the Products, their delivery to the Customer and the installation services to be provided by the Supplier under the Contract as set out in the Quotation, together with any other services which the Supplier provides, or agrees to provide, to the Customer.

Site Conditions: the Supplier's requirements and the Customer's responsibilities in respect of the state and condition of the site and the Customer's Equipment to which the Products are delivered for installation as set out in the conditions for supply and installation of green roof products provided with the Quotation as the same may be varied from time to time on reasonable notice to the Customer.

Supplier: Greenfix Sky-Garden Limited or its successors.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Quotation and the Site Conditions form part of the Contract.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 References to conditions are to these conditions and the Quotation.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:
 - (a) apply to and be incorporated into the Contract; and

- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by trade custom, practice or course of dealing.
- 2.2 The Customer's purchase order, or the Customer's acceptance of the Quotation constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:
 - (a) by a written acknowledgement issued and executed by the Supplier; or
 - (b) (if earlier) by the Supplier starting to provide the Services,

when a Contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

- 2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any Quotation is valid for a period of 90 days from its date, provided that the Supplier has not previously withdrawn it.

3. DESCRIPTION

- 3.1 The quantity and description of the Products shall be as set out in the Quotation. Subject to condition 11, the Services supplied under the Contract shall continue to be supplied for the duration of the Project.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and this is not a sale by sample.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Quotation.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises and other facilities as set out in the Site Conditions receipt of which prior to the date of Order the Customer hereby acknowledges;
- (c) provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may reasonably require and ensure that it is accurate in all material respects;
- (d) take delivery of the Products within 7 days of the Supplier giving it notice that the Products are ready for delivery and the Supplier may deliver the Products by separate instalments in which case each separate instalment may be invoiced and shall be paid for in accordance with the provisions of the Quotation.

5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract including (without limitation) the provisions of the Site Conditions subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

5.4 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the last date of supply of the Services, solicit or entice away from the Supplier or employ (or attempt to

employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

- 5.5 Any consent given by the Supplier in accordance with condition 5.4 shall be subject to the Customer paying to the Supplier a sum equivalent to 50% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services and the Products by the Supplier, the Customer shall pay the charges as set out in the Quotation, which shall in respect of the Services specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 6.2 shall apply if the Supplier provides Services on a time and materials basis. Condition 6.3 shall apply if the Supplier provides Services for a fixed price and in respect of the Products. The remainder of this condition 6 shall apply in either case.

- 6.2 Where Services are provided on a time and materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Quotation and as amended from time to time by the Supplier giving not less than 60 days' written notice to the Customer;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);
- (c) the Supplier shall be entitled to charge additional fees on a pro-rata basis for each part day or for any time worked by individuals as a result of the Customer's failure to comply with the Site Conditions;
- (d) all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.

- 6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Quotation paid to the Supplier (without deduction or set-off) in instalments, as set out in the Quotation and payment of the price for Products is due with the Order.

- 6.4 Any fixed price and daily rate contained in the Quotation excludes:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services; and
- (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.

- 6.5 The Customer shall pay each invoice for Services and expenses (as per conditions 6.4) submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) suspend all Services and Deliverables until payment has been made in full.
- 6.7 Time for payment shall be of the essence of the Contract.
- 6.8 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 7.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Supplier terminates the Contract under condition 11.1, this licence shall automatically terminate.
- 7.2 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

8. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

- 8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 8.2 The Customer may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 8.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.
- 8.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.
- 8.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain as between the Supplier and the Customer the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

9. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 9.1 This condition 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- (a) any breach of the Contract;
 - (b) any use made by the Customer of the Services, the Deliverables or any part of them; and

- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these Conditions limits or excludes the liability of the Supplier:
 - (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or
 - (c) for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 9.4 Subject to condition 9.2 and condition 9.3
 - (a) the Supplier shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to 125% of the price paid for the Products and Services contracted to be delivered for the Project in relation to which the Customer's claim or series of claims relates.

10. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than 60 days' written notice or immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 The Customer may cancel an Order provided that the Supplier receives written notification of cancellation not less than seventy two hours before the due date and time for delivery and if no time for delivery has been specified then the time shall be deemed to be 8am on the date for delivery subject to payment of one of the following charges as appropriate:-

- (a) 25% of the quoted price where cancellation is within 28 days of the new delivery date;
- (b) 50% of the quoted price where cancellation is within 14 days of the due delivery date;
- (c) 75% of the quoted price where cancellation is within 7 days of the due delivery date.

11.3 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied

but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

- (b) the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.4 On termination of the Contract (however arising), conditions 7, 8, 9, 11 and 23 shall survive and continue in full force and effect:

12. RISK/TITLE

12.1 The Products are at the risk of the Customer from the time of delivery.

12.2 Ownership of the Products shall not pass to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Products; and
- (b) all other sums which are or which become due to the Supplier from the Customer on any account.

12.3 Until ownership of the Products has passed to the Customer, the Customer shall:

- (a) hold the Products on a fiduciary basis as the Supplier's bailee;
- (b) store the Products (at no cost to the Supplier) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- (d) maintain the Products in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Customer shall produce the policy of insurance to the Supplier.

12.4 The Customer may resell the Products before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Supplier's business at full market value; and

- (b) any such sale shall be a sale of the Supplier's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 12.5 The Supplier's right to possession of the Products shall terminate immediately if any event of the kind described in condition 11.1 occurs in respect of the Customer.
- 12.6 The Supplier shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Supplier.
- 12.7 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 12.8 On termination of the Contract, howsoever caused, the Supplier's (but not the Customer's) rights contained in this condition 12 shall remain in effect.

13. WARRANTIES

- 13.1 Where the Supplier is not the manufacturer of the Products, the Supplier shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Supplier.
- 13.2 The Supplier warrants that (subject to the other provisions of these conditions) on delivery the Products shall:
 - (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) be reasonably fit for any particular purpose for which the Products are being bought if the Customer had made known that purpose to the Supplier in writing;
- 13.3 The Supplier shall not be liable for a breach of any of the conditions in 13.2 unless:
 - (a) the Customer inspects the Products upon delivery and gives immediate notice of the defect to the Supplier, and, if the defect is as a result of damage in transit to the carrier, and confirms such notice to the Supplier in writing within 48 hours of the time of delivery; and
 - (b) the Supplier is given a reasonable opportunity after receiving the notice of examining such Products and the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Supplier's cost for the examination to take place there.

- 13.4 The Supplier shall not be liable for a breach of any of the warranties in condition 13.2 if:
- (a) the defect arises because the Customer failed to follow the Supplier's oral or written instructions (including the Site Conditions) as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
 - (b) the Customer alters such Products without the written consent of the Supplier.
- 13.5 Subject to condition 13.3 and condition 13.4, if any of the Products do not conform with any of the warranties in condition 13.2 the Supplier shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if the Supplier so requests, the Customer shall, at the Supplier's expense, return the Products or the part of such Products which is defective to the Supplier.
- 13.6 If the Supplier complies with condition 13.5 it shall have no further liability for a breach of any of the warranties in condition 13.2 in respect of such Products.

14. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15. VARIATION

- 15.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 15.2 Subject to condition 15.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. WAIVER

- 16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. ENTIRE AGREEMENT

- 18.1 The Contract (including the Site Conditions) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 18.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.
- 18.3 Nothing in this condition shall limit or exclude any liability for fraud.

19. ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

19.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

19.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

22. NOTICES

22.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Quotation, or as otherwise specified by the relevant party by notice in writing to the other party.

22.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Quotation or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.3 This condition 22 shall not apply to the service of any in any proceedings or other documents in any legal action.

22.4 A notice required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

- 23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.